

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

NORTH AMERICAN LAND
DEVELOPMENT CORPORATION,
LUV N' CARE, LTD., NOURI E. HAKIM,
and JOSEPH H. HAKIM,

Plaintiffs,

v.

JACK RALPH HAKIM,

Defendant.

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) Civil Action No.: 3:23-cv-452
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) **JURY TRIAL DEMANDED**
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PETITION FOR BREACH OF CONTRACT

Plaintiffs North American Land Development Corporation (NALD), Luv n' care, Ltd. (LNC), Nouri E. Hakim (Eddie) and Joseph H. Hakim (Joseph) (collectively Plaintiffs), by this petition seek to collect money owed by Defendant as a result of his breach of contract that defendant Jack Ralph Hakim (Jack) had with Plaintiffs. Plaintiffs and Defendant entered into a written contract in 2012 that governed how certain payments were to be made to and on behalf of Defendant. That contract was terminated in 2021 due to Defendant's breach. Pursuant to the 2012 contract, the Parties agreed that personal expenses paid by the Plaintiffs on behalf of Defendant would be reimbursed to Plaintiffs by Defendant. In accordance with their contract, Plaintiffs made numerous payments on behalf of Defendant that were for Defendant's personal expenses. Pursuant to the Parties' contract, Plaintiffs have sought reimbursement from Defendant for those expenses. To date, Defendant has failed to reimburse Plaintiffs for Defendant's personal expenses. Plaintiffs

seek a judgment awarding them damages in the amount of the unpaid reimbursements together with interest, costs, and attorneys' fees.

THE PARTIES

1. Plaintiff NALD is a corporation organized and existing under the laws of Louisiana with its principal place of business at 3030 Aurora Avenue, Monroe, Louisiana 71201.

2. Plaintiff LNC is a corporation organized and existing under the laws of Louisiana with its principal place of business at 3030 Aurora Avenue, Monroe, Louisiana 71201.

3. Plaintiff Nouri E. Hakim (Eddie) is an individual citizen of Louisiana residing at 1201 University Avenue, Monroe Louisiana 71203.

4. Plaintiff Joseph H. Hakim (Joseph) is an individual citizen of Louisiana residing at 1513 Toulouse Drive, Monroe Louisiana 71201.

5. Defendant Jack R. Hakim (Jack) is an individual citizen of Florida residing at 2021 East Country Club Drive, Unit 1110, Aventura, Florida 33180.

NATURE OF THE ACTION, JURISDICTION AND VENUE

6. This is a civil action for breach of contract.

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) in that the matter in controversy exceeds \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

8. This Court has personal jurisdiction over the Defendant because (a) Plaintiffs and Defendant entered into a contract originating in Ouachita Parish, Louisiana; all within this Judicial District, and (b) Plaintiffs' claim arises in whole or in part out of Defendant's purposeful and intentional conduct in Louisiana and this Judicial District.

9. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in, and a substantial

part of the property that is the subject of this action is situated in Ouachita Parrish, Louisiana within this Judicial District.

STATEMENT OF FACTS

10. Plaintiffs Eddie and Joseph, and Defendant Jack are brothers.

11. Eddie, Joseph, and Jack were the original founders of NALD and LNC. In 2012 the Parties entered into a written contract that would govern how certain payments made by Plaintiffs on Defendant's behalf were to be handled.

12. Pursuant to that contract, Plaintiffs were to pay various expenses on behalf of Defendant, but Plaintiffs were not obligated to pay all of Defendant's personal expenses. Plaintiffs were only obligated to pay those personal expenses that were expressly authorized by Plaintiffs. Pursuant to the Parties' contract, Defendant was to reimburse Plaintiffs for any of Defendant's unauthorized personal expenses paid by Plaintiffs.

13. By way of example, Defendant was provided credit cards issued to Plaintiff LNC. Defendant was only to charge expenses for company business on those credit cards. However, on numerous occasions Defendant made personal charges on the company card. LNC paid all the credit card charges including Defendant's personal charges. To the extent Defendant made personal charges on those credit cards, Defendant was to reimburse LNC for all personal expenses Defendant charged to the LNC credit cards. Each month Defendant was to review the credit card account statements and identify those charges that were business related and those that were personal and to be reimbursed to LNC. Defendant failed to account for and pay his personal charges on LNC's credit cards.

14. Pursuant to the Parties' contract, NALD made advance payments for certain expenses relating to Defendant's personal residence. Pursuant to the Parties' contract, Defendant was to reimburse NALD for those personal residence expenses.

15. During the term of the Parties' contract, Defendant accumulated in excess of \$1 million in personal expenses that Plaintiffs paid and was to be reimbursed by Defendant.

16. In addition to paying Defendant's personal credit card expenses, Plaintiffs also made additional payments to Defendant to cover other personal expenses that were to be reimbursed by Defendant. Pursuant to the Parties' contract, Defendant was to reimburse Plaintiffs for those personal expenses. Defendant has not reimbursed Plaintiffs for those personal expenses.

17. On December 23, 2020, Plaintiffs made letter demand for payment of the then unpaid reimbursements of over \$1 million. The letter was sent via Federal Express to Defendant's residence in Florida. No payment was made, and Defendant was and remains in breach of his contract with Plaintiffs.

18. On January 5, 2021, Plaintiffs again made letter demand for payment of the then unpaid reimbursements of over \$1 million. The letter was sent via overnight courier to Defendant at both his Florida and New Jersey residences. No payment has been made as of the date of this Complaint.

CLAIM FOR BREACH OF CONTRACT

19. Plaintiff incorporates by reference, as if fully rewritten herein, the facts and allegations set forth in the foregoing and following paragraphs.

20. In 2012, the Parties entered into a contract where Defendant agreed he would reimburse Plaintiffs for certain personal expenses paid by Plaintiffs on Defendant's behalf.

21. Pursuant to the Parties contract, Plaintiffs paid various personal expenses incurred by Defendant and sought reimbursement for those expenses from Defendant.

22. To date, Defendant has refused to reimburse Plaintiffs for those of Defendant's personal expenses paid by Plaintiffs. Defendant is in breach of the Parties' contract.

23. Plaintiffs have been damaged in the amount of the unpaid reimbursements of Defendant's personal expenses totaling \$1,766,398.59. Plaintiffs have also been damaged by having to incur legal costs and expenses, including its reasonable attorneys' fees, in seeking payment of the reimbursements.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment in their favor against Defendant and grant the following relief:

A. For judgment awarding Plaintiffs their full damages in the amount of \$1,766,398.59 as caused by Defendant's breach of his contractual obligations.

B. For judgment awarding Plaintiffs their reasonable attorneys' fees, costs, and expenses incurred in this action and for legal interest on all amounts awarded to Plaintiffs; and

C. For judgment awarding such other and further relief to which Plaintiffs are entitled or the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury in this action of all issues so triable.

Respectfully submitted this 6th day of April 2023,

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